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July 5, 2012

**BY ECF**

Honorable William F. Kuntz  
United States District Judge  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

Re: Kim Grate v. City of New York, et al.,  
11-CV-4883 (WFK)(RML)

Your Honor:

I am an Assistant Corporation Counsel in the Special Federal Litigation Division of the New York City Law Department and the attorney assigned to represent defendants in the above-referenced matter. Enclosed please find a duly executed Stipulation of Settlement and Order of Dismissal for Your Honor's endorsement and filing.

Thank you for your consideration herein.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Beath", written over a horizontal line.

Patrick Beath (PB 2139)  
Assistant Corporation Counsel

cc: Brian L. Bromberg, Esq. (By ECF)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

KIM GRATE,

Plaintiff,

-against-

THE CITY OF NEW YORK and POLICE OFFICER  
JOHN DOE of the NEW YORK CITY POLICE  
DEPARTMENT,

Defendants.

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**STIPULATION OF  
SETTLEMENT AND ORDER OF  
DISMISSAL**

11-CV-4883 (WFK) (RML)

**WHEREAS**, plaintiff commenced this action by filing a complaint on or about October 6, 2011, alleging that the defendants violated plaintiff's federal civil and state common law rights; and

**WHEREAS**, defendant City of New York ("City") has denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiff has authorized her counsel to settle this matter on the terms set forth below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Kim Grate the sum of Twenty-Three Thousand Seven Hundred Fifty (\$23,750.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendant City of New York and to release the defendant and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or

regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless defendant regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendant reserves the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
July 5, 2012

Bromberg Law Office, P.C.  
*Attorney for Plaintiff*  
40 Exchange Place, Suite 2010  
New York, New York 10005

7/2/12  
By: Brian L. Bromberg, Esq.

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
*Attorney for Defendant City of New York*  
100 Church Street, Rm. 3-176  
New York, New York 10007

By: Patrick Beath  
Patrick Beath  
*Assistant Corporation Counsel*

SO ORDERED:

Dated: New York, New York  
\_\_\_\_\_, 2012

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HON. WILLIAM F. KUNTZ  
UNITED STATES DISTRICT JUDGE